



DSCYF

Department of Services for
Children, Youth & Their Families

RFP# CYF 20-08

**Request for Proposals
For Professional Services
Bid under Title 29 Chapter 69 Section 6981**

SERVICE COMPONENTS

**CHILD PSYCHIATRY CONSULTATION SERVICES
FOR PEDIATRIC PRIMARY CARE PROVIDERS**

INFORMATIONAL BIDDERS CONFERENCE: NONE

SUBMISSION DEADLINE: **Tuesday, February 16, 2021 by 2:00 pm local time**

The RFP schedule is as follows:

Submit questions to H. Ryan Bolles, DSCYF Procurement Administrator, at herbert.bolles@Delaware.gov. Questions received close to the deadline may not receive a response. The State of Delaware reserves the right to determine if there is enough time to answer submitted questions.

None There is **no** bidders' conference scheduled for this RFP.

**02/16/2021
by 2:00 PM
local time**

For this RFP DSCYF will accept your proposal by email **ONLY** as described below. Please submit the **minimum** number of separate email attachments as possible. A single proposal attachment is preferred, but not mandatory.

Proposals must be **received by email by February 16, 2021 by 2:00 PM local time**.

Emailed proposals arriving with a State of Delaware system date/time stamp after a 2:00 pm local time on the due date will not be accepted. DSCYF is not responsible for undelivered or delayed emails for any reason. If you experience any problem please reach out to Ryan Bolles at herbert.bolles@delaware.gov **as soon as possible**.

**PROPOSAL
DELIVERY:**

Please submit your agency's proposal to [DSCYF Bids Submission@delaware.gov](mailto:DSCYF_Bids_Submission@delaware.gov). NOTE: the State of Delaware is not responsible for undelivered or delayed emails for any reason. **Submission email must have a date/time stamp when received by the State of Delaware in compliance with the stated due date/time.** Proposals delivered in physical paper form will **not** be accepted.

The contents of any proposal shall not be disclosed to competing entities during the negotiation process.

As soon as
possible

The Department will work diligently to complete the proposal review and selection process in an expeditious fashion. While DSCYF reserves the right to contact bidders for additional information proposals are expected to be able to stand alone based upon the written information submitted.

As soon as
possible

Decisions are expected to be made and awards announced as soon as possible. Initial notification to all bidders will be by email.

DEPARTMENT OF SERVICES FOR CHILDREN, YOUTH AND THEIR FAMILIES

REQUEST FOR PROPOSALS

This Request for Proposal (RFP) is issued by the State of Delaware's Department of Services for Children, Youth and Their Families' (DSCYF), Division of Prevention and Behavioral Health Services (DPBHS). DSCYF is seeking proposals from qualified individuals or agencies to provide professional child psychiatry consultation services by Board Certified or Board Eligible Child and Adolescent Psychiatrist to pediatric primary care providers who seek advice and consultation. Practitioners must be licensed in the state of Delaware by the Delaware Board of Medical Licensure. DSCYF reserves the right to award one or more contracts resulting from this RFP.

CONTEXT:

Through a grant funded by the federal Health Resources and Services Administration (HRSA), DSCYF is continuing the Delaware Child Psychiatry Access Program (DCPAP) to address the shortfall of child psychiatrists by adopting the Massachusetts Child Psychiatry Access Program (McPAP) model developed by Drs. John Strauss, Director for Special Projects at Massachusetts Behavioral Health Partnership, and Barry Sarvet, Chief of Child Psychiatry in the Department of Psychiatry at Baystate Health. MCPAP approaches the problem of coverage by developing consultative relationships between specialists in the field of behavioral health and pediatric serving primary care providers. The State of Delaware will enroll more than 200 pediatric and family practice physicians, nurse practitioners, and physician assistants for DCPAP over the course of 5 years. Enrollees will access supportive services including child psychiatric consultation, answers to informational requests regarding behavioral health resources and referral and continuing medical education and training opportunities.

DCPAP's goals are: (1) increase access and availability of well-informed behavioral health services; (2) train 150 or more pediatric serving primary care providers on early identification and treatment of child behavioral health disorders; (3) test-run and implement various technologies (e.g., telehealth, phone, video-conferencing) to build network support for pediatric prescribers serving children with behavioral health problems; and (4) focus efforts on implementing services in federally recognized underserved areas.

For this project, Delaware will enlist the support of MCPAP developers to train in year 1 and consult in years 2 and 3. The state will also engage the Center for Drug and Health Studies at the University of Delaware to create and implement a needs assessment for pediatric professionals as well as track and report on program results. Performance measures include the number of children served, number of participating professionals and number of consultations, referrals, and trainings provided.

Trauma Informed Care Approach

Trauma Informed Care: DSCYF has committed to a trauma-informed approach in our work with children, families, staff and our partners. To guide our trauma-informed work, DSCYF has adopted the Substance Abuse and Mental Health Services Administration Concept of Trauma and Guidance for a Trauma-Informed Approach (<https://store.samhsa.gov/product/SAMHSA-s-Concept-of-Trauma-and-Guidance-for-a-Trauma-Informed-Approach/SMA14-4884.html>). Consistent with SAMHSA's framework, DSCYF is working to ensure that service recipients, service providers and DSCYF staff are knowledgeable about the prevalence of exposure and opportunities for resilience, healing and recovery for children, families and communities served. DSCYF encourages the use of strategies to build the capacity of staff and providers to recognize and respond to trauma exposure, including the use of trauma screening and assessment, trauma-specific treatment interventions, trauma training for staff, and trauma informed supervision practices. DSCYF is committed to

actively resisting the re-traumatization of service recipients and staff, and supports the incorporation of trauma informed principles into all aspects of organizational policy and practice (e.g. environments that promote a sense of physical and psychological safety, practices that promote collaboration with and empowerment of service recipients). This trauma informed framework is consistent with DSCYF's commitment to the systems of care principles. DSCYF reserves the right to give preference to bidder or bidders which demonstrate having adopted a Trauma Informed Care model in its service delivery practices.

Award Terms and Conditions

The awarded contract(s) may average from a minimum of 5 hours, to a maximum average of 15 hours per week depending on the determined need. The bidder will submit a proposed **hourly consultation service rate as part of its response to this RFP**. DSCYF is not providing workspace or equipment for these services.

A Delaware Business License is required at the time of contract execution, but not at time of proposal submission. The successful bidders must obtain and maintain a Delaware business license for the term of the contractual agreement unless it can document IRS non-profit status.

Successful bidders are responsible for payment of any and all federal, state or local taxes that may apply. The State of Delaware will not provide Health Care or Pension Benefits. The successful bidders must accept full payment by conventional check and/or other electronic means and/or procurement (credit) card at the State's option, without imposing any additional fees, costs or conditions.

It is anticipated that the contractual agreement with the successful bidders will begin as soon as possible and extend through September 29, 2023, pending continued funding for the full 5-year grant. Continuation awards to successful bidders for years 2 – 4 are subject to both availability of funds and satisfactory performance of the successful bidders. The program is administered by HRSA's Center for Mental Health Services is no guarantee of continued funding by the State of Delaware beyond that period.

FOR ANY FORMER AND CURRENT STATE EMPLOYEES WHO ARE INTERESTED IN COMPETING FOR THESE CONTRACTS:

To ensure compliance with the State's Code of Conduct post-employment law (which provides that former State employees may not work on State projects if they were directly and materially related to their work as State employees), it is required that current State of Delaware employees who respond to this RFP, also contact Deborah Weaver, Esq. (302-739-2399), attorney for the Delaware Public Integrity Commission. Ms. Weaver will assist such individuals in reviewing their situation, determining if a request to the Commission for advice is needed, and in drafting an appropriate letter to the Commission if necessary. Where such a letter is indicated, it must be submitted for consideration by the Commission at its regularly scheduled monthly meeting.

Individuals wishing to submit a proposal in response to this RFP who receive a pension benefit from the State Employees' Pension Plan are required to complete Form-SS-8 "Determination of Worker Status" with the Internal Revenue Service. The application and findings from the Internal Revenue Service must be reported to the Delaware Board of Pension Trustees for a determination of the individual meeting the definition of employee within the Plan. For more information visit <http://delawarepensions.com>

CONTRACT SERVICE DESCRIPTION AND REQUIREMENTS

Child and Adolescent Psychiatrist Consultation Service

SCOPE OF SERVICES

A. Tele-health “curb-side” child psychiatry consultation services:

The successful bidders will provide “curb-side” child psychiatric consultation services for pediatric primary care providers who seek advice and consultation for children and adolescents needing behavioral health services and/or treatment, up to and including the age of 21. “Curb-side” consultation sessions are typically not expected to exceed twenty-minutes each (averaging about 10 to 15 minutes), with the understanding of constraints on the pediatric health care practitioner’s time. NO DIRECT TREATMENT TO PATIENTS WILL BE PROVIDED UNDER THE CONTRACTS RESULTING FROM THIS RFP. IN THE EVENT THAT THE SUBJECT OF A CONSULTATION REQUIRES A DIRECT PSYCHIATRIC EVALUATION THE SUCCESSFUL BIDDERS WILL SEEK THIRD PARTY COMPENSATION AS THE DIRECT SERVICE WILL NOT BE COVERED UNDER THE RESULTING CONTRACT. The successful bidders will respond to requests from pediatric health care practitioners who submit an email or phone request for a “curb-side” consultation session. Responses will typically be provided within 24 hours for those requests for consultation received during the business day. A business day is defined as any day during the week, Monday through Friday, 8:00 a.m. to 6:00 p.m.

B. Provide telephone and/or virtual support to DCPAP team members and pediatric health care practitioners:

The CONTRACTOR will provide support to the DCPAP Project Director and other team members in the development of the Delaware Child Psychiatry Access Program (DCPAP). Support may include one-on-one or group consultation and training/educational sessions with registered prescribers, and their office staff. Support may also include presenting at conferences and/or meetings of registered and potential registered practitioners.

C. Develop and present continuing medical education presentations for registered providers, and behavioral health professionals and lay persons.

The successful bidders will develop behavioral health themed training presentations in accordance with guidance provided by DCPAP project staff and consultants, to be presented in a recorded webinar format. Sessions will be recorded so as to be available on a website for enduring continuing medical education credits. The successful bidders will present prepared training presentations through a virtual video conferencing platform (e.g. Zoom, WebEx, etc.), a subscription to which will be provided by the DCPAP program.

D. The successful bidders will recommend research articles on behavioral health assessment, diagnosis, screening and treatment as a good resource to enrolled providers for the intention of enhancing their service capabilities for their patients with mild to moderate behavioral health concerns. Successful bidders will research Continuing Medical Education (CME) opportunities regarding assessment, diagnosis, screening and treatment on behavioral health topics to share with enrolled providers.

E. The successful bidders will participate in acquiring responses to program surveys by maintaining a rapport with enrolled providers to the program.

- F. The successful bidders will work in very close collaboration with the DCPAP Grant's Project Director.

Required Proposal Content

Bidders responding to this Request for Proposals must provide enough information to address all proposal requirements described in this RFP as well as the required forms/documentation listed in the RFP and/or forms provided in Appendix A.

Bidders must complete, include or provide all of the following items in addition to consideration of the identified Scoring Criteria:

1. Completed Bidder Fact Sheet (placed on **TOP** of your proposal) available online with this RFP in MS Word for easy editing
2. Copy of Resume or Curriculum Vita **for each** proposed Child and Adolescent Psychiatrist outlining their education/experience as part of the proposal
3. Written narrative in support of the spirit of the RFP in addition to the specific requirements as follows:
 - a. Copies of Board Certifications and Licensure as described in the Proposal Evaluation Criteria #1 below [Mandatory]
 - b. Copy of Delaware Board of Medical Licensure as described in the Proposal Evaluation Criteria #2 below [Mandatory]
 - c. Written narrative in response to questions #3-6 of the Proposal Evaluation Criteria below
4. Signed "Assurances" document found in Appendix A of this RFP
5. Signed "Certifications, Representation, and Acknowledgements" document found in Appendix A of this RFP
6. Completed "Employing Delawareans Report" available online with this RFP in MS Word for easy editing
7. Three (s) professional references **for each** proposed Child and Adolescent Psychiatrist who can attest to the ability of each to perform the work of the contract which you are competing.
8. Proposed **hourly consultation service rate** as described in the Proposal Evaluation Criteria #9 below

Failure to complete these forms will seriously affect the ability of the review panel to evaluate the bidder's proposal and may be a factor in proposal rejections.

Proposal Evaluation Criteria with Weight

Please demonstrate how you meet each criterion below. **A response to every question is required to complete the proposal.**

Please ensure that the bidder's name, and RFP number are at the top of each page attached. Number the responses in accordance with the numbered questions below.

Evaluation Criteria for Child and Adolescent Psychiatrist Consultation service:

1. Board Certified or Board Eligible Child and Adolescent Psychiatrist; [Board Certified Preferred] [**Mandatory**];
2. Licensed by the Delaware Board of Medical Licensure [**Mandatory**];
3. Demonstrated experience providing consultation to pediatric serving primary care practitioners, or other medical professionals [25 %];
4. Demonstrated experience developing educational and/or training proposals for mental health training to physicians, or other medical professionals [25 %]; [Include in your proposal sample of presentation materials developed]
5. Competitiveness and reasonableness of the proposed hourly rate of compensation [20 %];
6. Please list the date and the circumstances **for each** proposed Child and Adolescent Psychiatrist when they were the subject of disciplinary action on the job or where they have been terminated from employment. Also, list any disciplinary action taken by any professional licensing board. If not applicable, please affirmatively indicate **for each** proposed Child and Adolescent Psychiatrist which has never been subject to disciplinary action including termination [**Minus** 0%-20 %]
7. Proposal demonstrates excellent written communication skills [15 %].
8. Reputation, Experience and Demonstrated Ability of the bidder with DSCYF, county, state and federal agencies and licensing and accreditation bodies. [15 %]
9. Proposed hourly rate [20 %]

SPECIAL NOTE:

Additionally, feedback from references may be considered as the panel makes recommendations for contract awards.

APPENDIX A – Bidder Forms and Instructions

Additional Submission Instructions

Failure to follow Departmental procedures may disqualify a bidder's organization.

I. FORMAT

To be considered all proposals must be submitted in writing and respond to the items outlined in this RFP. Videos will not be presented to the review panel.

To be considered, bidders must submit a complete response to this RFP. An official authorized to bind the bidder to the proposal must sign proposal documents. The successful bidder must be in compliance with all licensing requirements of the State of Delaware at time of contract execution.

Bidders may be called, only at the discretion of the Department, for an interview concerning their proposal. The State reserves the right to reject any non-responsive or non-conforming proposals.

II. QUESTIONS

All questions regarding this request should be directed to H. Ryan Bolles at Herbert.Bolles@Delaware.gov or 302-633-2701. Questions will be forwarded to the appropriate DSCYF program administrators. Updates and answers to substantive questions will be posted on the State's solicitation web site www.bids.delaware.gov. **It is the bidder's responsibility to check the website for updates to this RFP.**

III. ETHICS LAW RESTRICTIONS

Neither the Contractor, including its parent company and its subsidiaries, nor any subcontractor, including its parent company and subsidiaries, may engage, directly or indirectly, any person who, while employed by the State of Delaware during two years immediately preceding the date any Contract entered into as a result of this request for proposals, gave an opinion, conducted an investigation, was directly involved in, or whom otherwise was directly and materially responsible for said service described herein in this request for proposal in the course of official duties as a state employee, officer or official. The Department shall determine, at its sole discretion, whether a person was directly and materially responsible for said program, project, or contract or any other program, project, or contract related to the service described in any contract entered into as a result of this request for proposals.

IV. PROPOSALS BECOME STATE PROPERTY

All proposals become the property of the State of Delaware and will not be returned to the contractor. Proposals to the State may be reviewed and evaluated by any person other than competing vendors at the discretion of the State. The State has the right to use any or all ideas presented in reply to this RFP. Selection or rejection of the proposal does not affect this right.

V. RFP AND FINAL CONTRACT

The contents of the RFP may be incorporated into the final contract and become binding upon the successful bidder. If the bidder is unwilling to comply with the requirements, terms, and conditions of the RFP, objections must be clearly stated in the proposal. Objections will be considered and may be subject to negotiation at the discretion of the State.

VI. PROPOSAL AND FINAL CONTRACT

The content of each proposal will be considered binding on the bidder and subject to subsequent contract confirmation if selected. The content of the successful proposal may be included by reference in any resulting contract. All prices, terms, and conditions contained in the proposal shall remain fixed and valid for ninety (90) days after the proposal due date. Contract negotiations will include price re-verification if the price guarantee period has expired.

VII. MODIFICATIONS TO PROPOSALS

Any changes, amendments or modifications to a proposal must be made in writing, submitted in the same manner as the original response and conspicuously labeled as a change, amendment or modification to a previously submitted proposal. Changes, amendments or modifications to proposals shall not be accepted or considered after the hour and date specified as the deadline for submission of proposals.

VIII. COST OF PROPOSAL PREPARATION

All costs of proposal preparation will be borne by the bidding contractor. All necessary permits, licenses, insurance policies, etc., required by local, state or federal laws shall be provided by the contractor at his/her own expense.

IX. EVALUATION REQUIREMENTS AND PROCESS

The Proposal Review Committee shall determine the firms that meet the minimum requirements pursuant to selection criteria of the RFP and procedures established in 29 Del. C. §§ 6982(b). The Committee may interview at least one of the qualified firms. The Committee may negotiate with one or more firms during the same period and may, at its discretion, terminate negotiations with any or all firms. The Committee shall make a recommendation regarding the award to the contracting Division Director of this RFP, who shall have final authority, subject to the provisions of this RFP and 29 Del. C. § 6981 to award a contract to the successful firm or firms in the best interests of the State of Delaware. The Proposal Review Committee reserves the right to award to one or more than one firm, in accordance to 29 Del. C. § 6986.

The Proposal Review Committee shall assign up to the maximum percentage of points as stated previously in this RFP. All assignments of points shall be at the sole discretion of the Proposal Review Committee.

The Proposal Review Committee reserves the right to:

- Select for contract or for negotiations, a proposal other than that with the lowest costs.
- Accept/Reject any and all proposals received in response to this RFP or to make no award or issue a new RFP.
- Waive or modify any information, irregularity, or inconsistency in proposals received.
- Request modification to proposals from any or all contractors during the review and negotiation.
- Negotiate any aspect of the proposal with any firm and negotiate with more than one firm at the same time. The Department reserves the right to contract with more than one vendor.

All proposals shall be evaluated using the same criteria and scoring process. Bidders may be scheduled to make oral presentations in support of their written proposals. However, proposals are expected to stand on their own merits as written. The Review Panel will assess the strength and clarity of any oral presentation and combine the evaluations of both written and oral presentations (when applicable) in determining the overall evaluation of the proposal and in making recommendations. A summary of the Panel's recommendations will be available for review upon request.

X. REJECTION OF PROPOSALS

DSCYF reserves the right to reject any/all proposals received in response to this RFP. Any information obtained will be used in determining suitability of proposed support.

Any proposal called "not accepted" will mean that another proposal was deemed more advantageous or that all proposals were not accepted. Respondents whose proposals were not accepted will be notified as soon as a selection is made, or if it is decided, that all proposals are not accepted.

Any proposal failing to respond to all requirements may be eliminated from consideration and declared not accepted.

The proposal must conform to the requirements as stated in the RFP. The State specifically reserves the right to waive any informalities or irregularities in the proposal format.

XI. RESERVED RIGHTS OF THE DEPARTMENT OF SERVICES FOR CHILDREN, YOUTH AND THEIR FAMILIES

- Notwithstanding anything to the contrary, the Department reserves the right to:
 - Reject any and all proposals received in response to this RFP;
 - Select for contract or for negotiations a proposal other than that with the lowest cost;
 - Waive or modify any information, irregularities, or inconsistencies in proposals received;
 - Consider a late modification of a proposal if the proposal itself was submitted on time; and, if the modifications make the terms of the proposal more favorable to the Department, accept such proposal as modified.
 - Negotiate as to any aspect of the proposal with any proposer and negotiate with more than one proposer at the same time
 - If negotiations fail to result in an agreement within a reasonable period of time, terminate negotiations and select the next most responsive proposer, prepare and release a new RFP, or take such other action as the Department may deem appropriate
 - Negotiate a renewal of the contract resulting from this RFP with appropriate modifications.

XII. STANDARDS FOR SUBCONTRACTORS

The prime contract with the contractor will bind sub or co-contractors to the terms, specifications, and standards of this RFP, resulting prime contracts, and any subsequent proposals and contracts. All such terms, specifications, and standards shall preserve and protect the rights of the Department under this RFP with respect to the services to be performed by the sub or co-contractor. Nothing in the RFP shall create any contractual relation between any sub or co-contractor and the Department of Services for Children, Youth and Their Families.

All sub or co-contractors must be identified in the Contractor's proposal. The proposal's work plan must also state which tasks the sub or co-contractor will perform. Approval of all sub and/or co-contractors must be received from the Department prior to the contract negotiation.

The prime bidder will be the State's primary contractor.

XIII. CONTRACT TERMINATION CONDITIONS

The State may terminate the contract resulting from this RFP at any time that the Contractor fails to carry out its provisions or to make substantial progress under the terms specified in this request and the resulting proposal.

The State shall provide the Contractor with 15 days notice of conditions which would warrant termination. If after such notice the Contractor fails to remedy the conditions contained in the notice, the State shall issue the Contractor an order to stop work immediately and deliver all work and work in progress to the State. The State shall be obligated only for those services rendered and accepted prior to the date of notice of termination.

With the mutual agreement of both parties, upon receipt and acceptance of not less than 30 days written notice, the contract may be terminated on an agreed date prior to the end of the contract period without penalty to either party.

Notwithstanding any other provisions of this contract, if funds anticipated for the continued fulfillment of this contract are at any time not forthcoming or insufficient, through the failure of the State of Delaware to appropriate funds or through discontinuance of appropriations from any source, the State of Delaware shall have the right to terminate this contract without penalty by giving not less than 30 days written notice documenting the lack of funding.

XIV. NON-APPROPRIATION

In the event that the State fails to appropriate the specific funds necessary to continue the contractual agreement, in whole or in part, the agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available, at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds.

XV. FORMAL CONTRACT AND PURCHASE ORDER

The successful firm shall promptly execute a contract incorporating the terms of this RFP within twenty (20) days after the award of the contract. No bidder is to begin any service prior to approval of a State of Delaware Purchase Order by the Secretary of the Department of Finance. The Purchase Order shall serve as the authorization to proceed in accordance with the bid specifications, any special instructions and the Contract terms and conditions.

XVI. INDEMNIFICATION

By submitting a proposal, the proposing firm agrees that in the event it is awarded a contract, it will indemnify and otherwise hold harmless the State of Delaware, DSCYF, its agents, and employees from any and all liability, suits, actions, or claims, together with all costs, expenses for attorney's fees, arising out of the firm, its agents and employees' performance of work or services in connection with the contract, regardless of whether such suits, actions, claims or liabilities are based upon acts or failures to act attributable, in whole or in part, to the State, its employees or agents.

XII. LICENSES AND PERMITS

In performance of this contract, the firm is required to comply with all applicable federal, state and local laws, ordinances, codes, and regulations. The cost of permits and other relevant costs required in the performance of the contract shall be borne by the successful firm. The firm shall be properly licensed and authorized to transact business in the State of Delaware as defined in Delaware Code Title 30, Sec. 2502.

XIII. INSURANCE

Bidder recognizes that it is operating as an independent contractor and that it is liable for any and all losses, penalties, damages, expenses, attorney's fees, judgments, and/or settlements incurred by reason of injury to

or death of any and all persons, or injury to any and all property, of any nature, arising out of the bidder's negligent performance under any resulting contract, and particularly without limiting the foregoing, caused by, resulting from, or arising out of any act of omission on the part of the bidder in its negligent performance under any resulting contract.

As a part of the resulting contract requirements, the contractor must obtain at its own cost and expense and keep in force and effect during the term of this contract, including all extensions, the minimum coverage limits specified below with a carrier satisfactory to the State. All contractors must carry the following coverage depending on the type of service or product being delivered.

- a. Worker's Compensation and Employer's Liability Insurance in accordance with applicable law.
- b. Commercial General Liability - \$1,000,000 per occurrence/\$3,000,000 per aggregate.
- c. Automotive Liability Insurance covering all automotive units used in the work (including all units leased from and/or provided by the State to Vendor pursuant to this Agreement as well as all units used by Vendor, regardless of the identity of the registered owner, used by Vendor for completing the Work required by this Agreement to include but not limited to transporting Delaware clients or staff), providing coverage on a primary non-contributory basis with limits of not less than:
 1. \$1,000,000 combined single limit each accident, for bodily injury;
 2. \$250,000 for property damage to others;
 3. \$25,000 per person per accident Uninsured/Underinsured Motorists coverage;
 4. \$25,000 per person, \$300,000 per accident Personal Injury Protection (PIP) benefits as provided for in 21 Del. C. §2118; and
 5. Comprehensive coverage for all leased vehicles, which shall cover the replacement cost of the vehicle in the event of collision, damage or other loss.

The successful vendor must carry at least one of the following depending on the scope of work being performed.

- a. Medical/Professional Liability - \$1,000,000 per occurrence/\$3,000,000 per aggregate
- b. Miscellaneous Errors and Omissions - \$1,000,000 per occurrence/\$3,000,000 per aggregate
- c. Product Liability - \$1,000,000 per occurrence/\$3,000,000 aggregate

Should any of the above described policies be cancelled before expiration date thereof, notice will be delivered in accordance with the policy provisions.

Before any work is done pursuant to this Agreement, the Certificate of Insurance and/or copies of the insurance policies, referencing the contract number stated herein, shall be filed with the State. The certificate holder is as follows:

Department of Services for Children, Youth & Their Families
Attn: Contracts Unit
Contract No: CYF 20-08
State of Delaware
1825 Faulkland Road
Wilmington, Delaware 19805

Nothing contained herein shall restrict or limit the Vendor's right to procure insurance coverage in amounts higher than those required by this Agreement. To the extent that the Vendor procures insurance coverage in amounts higher than the amounts required by this Agreement, all said additionally procured coverages

will be applicable to any loss or claim and shall replace the insurance obligations contained herein.

Should any of the above described policies be cancelled before expiration date thereof, notice will be delivered in accordance with the policy provision.

XIX. NON-DISCRIMINATION

In performing the services subject to this RFP, the bidder agrees that it will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. The successful bidder shall comply with all federal and state laws, regulations and policies pertaining to the prevention of discriminatory employment practice. Failure to perform under this provision constitutes a material breach.

XX. COVENANT AGAINST CONTINGENT FEES

The successful firm warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement of understanding for a commission or percentage, brokerage or contingent fee excepting bona-fide employees and/or bona-fide established commercial or selling agencies maintained by the bidder for the purpose of securing business. For breach or violation of this warranty, the State shall have the right to annul the contract without liability or at its discretion and/or to deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

XXI. CONTRACT DOCUMENTS

The RFP, the Purchase Order, and the executed Contract between the State and the successful firm shall constitute the Contract between the State and the firm. In the event there is any discrepancy between any of these contract documents, the following order of documents governs so that the former prevails over the latter: Contract, Contract Amendments, RFP, Purchase Order and Vendor Proposal. No other documents shall be considered. These documents contain the entire agreement between the State and the firm.

XXII. APPLICABLE LAW

The Laws of the State of Delaware shall apply, except where Federal law has precedence. The successful firm consents to jurisdiction and venue in the State of Delaware.

XXIII. SCOPE OF AGREEMENT

If the scope of any provision of this Contract is too broad in any respect whatsoever to permit enforcement to its full extent, then such provision shall be enforced to the maximum extent permitted by law, and the parties hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of the contract shall not thereby fail, but the scope of such provisions shall be curtailed only to the extent necessary to conform to the law.

PLEASE SIGN THIS AND SUBMIT WITH THE PROPOSAL

ASSURANCES

The bidder represents and certifies as a part of this offer that:

The organization will maintain records, documents, and other required evidence to adequately reflect the service under contract.

The organization agrees to maintain or to make available at a location within the State, such records as are necessary or deemed necessary by the Department to fully disclose and substantiate the nature and extent of items and services rendered to the Department clients, including all records necessary to verify the usual and customary charges for such items and services. Organizations that show cause may be exempted from maintaining records or from making such records available within the State.

The organization understands that all records shall be made available at once and without notice to authorized federal and state representatives, including but not limited to Delaware's Medicaid Fraud Control Unit, for the purpose of conducting audits to substantiate claims, costs, etc., and to determine compliance with federal and state regulations and statutes.

The organization will maintain accurate accounts, books, documents, and other evidentiary, accounting, and fiscal records in accordance with established methods of accounting.

In the event that the Contract with the organization is terminated, the organization's records shall remain subject to the Department's regulations.

The organization will physically secure and safeguard all sensitive and confidential information related to the service given. This includes service activities and case record materials.

The organization shall comply with the requirements for client confidentiality in accordance with 42 U.S.C. 290 and/or 290 cc-3.

The organization will cooperate with designated program monitors, consultants, or auditors from the Department of Services for Children, Youth and Their Families or the Criminal Justice Council in connection with reviewing the services offered under contract.

The organization will comply with all applicable State and Federal licensing, certification, and accreditation standards, including the Department's Generic Program Standards, and it will submit documentation of annual renewals of applicable licenses/certifications at whatever point they are renewed during the contract year.

The organization will not let subcontracts without prior approval from the contracting Division.

The organization will attempt to obtain all supplies and materials at the lowest practicable cost and to contain its total cost where possible by competitive bidding whenever feasible.

The organization will, upon signature of the contract, provide written assurance to the Department from its corporate counsel that the organization is qualified to do business in Delaware.

The organization agrees to comply with all requirements and provisions of the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Federal Equal Employment Opportunity and Non-Discrimination regulations, and any other federal, state, or local anti-discriminatory act, law, statute, regulation, or policy along with all amendments and revisions of these laws, in the performance of the contract. It will not discriminate against any bidder or employee or service recipient because of race, creed or religion, age, sex, color, national or ethnic origin, handicap, or any other discriminatory basis or criteria.

The organization shall comply with: the Uniform Alcoholism and Intoxication Treatment Act (16 Del.C., Chapter 22 as amended; Licensing of Drug Abuse Prevention, Control, Treatment, and Education Programs (16 Del.C., Chapter

48 as amended); Drug Free Work Place Act of 1988.

The organization shall comply, when applicable, with the Methadone Regulations (21 CFR, Part III), which prohibit use of methadone for children and youth.

The organization will establish a system through which clients receiving the service under contract may present grievances. Clients will be advised of their appeal rights by the organization.

The organization agrees that it is operating as an independent contractor and as such, it agrees to save and hold harmless the State from any liability which may arise as a result of the organization's negligence.

The organization will abide by the policies and procedures of the Department and will comply with all of the terms, conditions, and requirements as set forth in the contract. The organization understands that failure to comply with any of the terms, conditions, and provisions of the contract may result in delay, reduction, or denial of payment or in sanctions against the organization. The organization also understands that penalties may be imposed for failure to observe the terms of Section 1909, Title XIX of the Social Security Act.

Name of Organization's Authorized Administrator

Signature of Authorized Administrator

Date

PLEASE SIGN THIS FORM AND SUBMIT WITH THE PROPOSAL

CERTIFICATION, REPRESENTATION, AND ACKNOWLEDGEMENTS

By signing below, bidder certifies that:

- They are an established vendor in the services being procured
- They have the ability to fulfill all requirements specified for development within this RFP
- They have neither directly nor indirectly entered into an agreement, participated in any collusion, nor otherwise taken any action in restraint of free competitive bidding in connection with this proposal
- They are accurately representing their type of business and affiliations
- They are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency

The following conditions are understood and agreed to:

- No charges, other than those negotiated into a final contract are to be levied upon the State as a result of a contract.
- The State will have exclusive ownership of all products of this contract unless mutually agreed to in writing at the time a binding contract is executed.

Name of Organization's Authorized Administrator

Signature of Authorized Administrator

Date